

PURCHASING DIVISION  
100 N. ANDREWS AVENUE  
FORT LAUDERDALE, FL 33301  
(954) 828-5933  
FAX (954) 828-5576

City of Fort Lauderdale  
INVITATION TO BID/REQUEST FOR PROPOSAL  
e-mail: [purchase@ci.ftlaud.fl.us](mailto:purchase@ci.ftlaud.fl.us)  
**ITB NO. 522-8576 (REBID OF 512-8467)**

ISSUE DATE: 10/22/01  
PAGE 1 OF 20  
**BIDS MUST BE RECEIVED  
TO 2:00 P.M.  
ON: 11/20/01**

ITB TITLE: Two-Year Contract for Emergency Securing & Standard Board-Up Services – Various Citywide Addresses  
PROCUREMENT SPECIALIST: Linda R. Wilson, Procurement Specialist II DEPT: CED-Bldg. Inspections  
CONTACT FOR TECHNICAL QUESTIONS: Lori Milano, Community Inspections Director PHONE: (954) 828-5856

BIDDER MUST COMPLETE THE FOLLOWING	
Vendor Name:	Discount for total award of bid: (section 1.04) _____
Number & Street:	Bids are firm for Acceptance for 90 days (section 1.05) Yes _____ No _____ Other _____
City, State, Zip (+4) (see General Conditions Section 1.01)	
Was this Invitation mailed to the Correct address? IF NO, Mark "X" here _____ and we will adjust our records	State or reference any variances (section 1.06)
Area Code and Telephone No. ( ) - 800 -	Web site address: <a href="http://www">http://www</a>
FAX ( ) -	NO BID: If not submitting a bid, state reason below and return on copy of this form (section 1.07) _____
e-mail:	
Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days	
Payment Terms: (section 1.03) _____ net _____	Does your firm qualify for MBE, WBE, SBE status In accordance with Section 1.08 of General Conditions? MBE _____ WBE _____ SBE _____
<b>How to Submit Bids/Proposals:</b> It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Purchasing Division, 6 <sup>th</sup> floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Do not submit via Facsimile. Facsimile bids will not be accepted.	
Each bid envelope must be sealed with the following information stated on the <b>OUTSIDE</b> of the envelope:	
BID No. 522-8576 Title: 2-Yr. Contract for Emergency Securing & Board-Up Services Opens: 11/20/01, 2:00 PM	
<b>Vendor Certification:</b> I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm. _____ _____ Signature of Authorized Representative Title (Typed or Printed) _____ Name of Authorized Representative (typed or printed) Date: _____	

The Purchasing Division maintains a 24 hour per day Invitation To Bid hotline listing all current ITB's. Call (954) 828-5727 to keep abreast of our current needs, or check our website [www.ci.ftlaud.fl.us/Purchasing](http://www.ci.ftlaud.fl.us/Purchasing) Bids

City of Fort Lauderdale

**ITB No. 522-8576 2-Year Contract for Emergency Securing & Board-up Services – Citywide Locations  
(Rebid of ITB No. 512-8467)**

**GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Terms, Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 **BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, in whole or in part, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days at date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidders may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Terms, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, cannot meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid card prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration for the Commodity Class Item requested in this ITB.
- 1.08 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in the ITB.

**Minority Business Enterprise (MBE)** "A Minority Business" is a business enterprise that is owned or controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

**Women Business Enterprise (WBE)** a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

**Small Business Enterprise (SBE)** "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in gross receipts.

**BLACK,** which includes persons having origins in any of the Black racial groups of Africa.

**WHITE,** which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European descent including Pakistanis and East Indians.

**HISPANIC,** which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

**NATIVE AMERICAN,** which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

**ASIAN AMERICAN,** which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

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**1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

**1.09(a) Certification by Broward County, Florida**

**CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

**Part II DEFINITIONS/ORDER OF PRECEDENCE**

- 2.01 BIDDING DEFINITIONS:** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:  
**INVITATION TO BID (ITB)** when the City is requesting bids from qualified Bidders.  
**REQUEST FOR PROPOSALS (RFP)** when the City is requesting proposals from qualified Proposers.  
**BID** – a price and terms quote received in response to an ITB.  
**PROPOSAL** – a proposal received in response to an RFP.  
**BIDDER** – Person or firm submitting a Bid.  
**PROPOSER** – Person or firm submitting a Proposal.  
**RESPONSIVE BIDDER** – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.  
**RESPONSIBLE BIDDER** – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, the integrity and reliability that will assure good faith performance.  
**FIRST RANKED PROPOSER** – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous City after applying the evaluation criteria contained in the RFP.  
**SELLER** – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.  
**CONTRACTOR** – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, Term Contract to provide goods or services to the City.  
**CONTRACT** – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.  
**CONSULTANT** – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.  
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor; Consultant; Contract, Award, Agreement, or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

**PART III BIDDING AND AWARD PROCEDURES:**

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. If otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced by an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder's responsibility).

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and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item to be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as the City requires.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number, acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In the absence of a specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any value from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that it meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may require demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange for demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of the bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, energy intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria in its sole opinion, that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidders must provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are biodegradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured from recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize any available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or at any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evaluation or inspection is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a cash bond, postal money order, cashier's check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed public records subject to public inspection upon award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidder must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

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- 3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best be in the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity, skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interfere with the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided service to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern the development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives or other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal consequences thereof.

**PART IV BONDS AND INSURANCE**

- 4.01 **PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the term date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If the Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to be bound by such modifications.

**PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB and be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any part of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantity available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

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- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative will be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Broward, its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, and expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the Contractor's performance or non-performance of the contract or any part thereof, or any action taken by the Contractor, or any agreement to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limitation, the Contractor shall be responsible for any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any governmental body. Such damages shall be included in the contract price and the Contractor shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for all services completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the period of time setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during regular business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees, taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a price or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the contract price to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fulfill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor ineligible and disqualifying him for receiving any business from the City for a state period of time.

**ITB No. 522-8576 2-Year Contract for Emergency Securing & Board-up Services – Citywide Locations  
(Rebid of ITB No. 512-8467)**

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or design, manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalty costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

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## **PART I - SPECIAL CONDITIONS:**

**1. PURPOSE:** The City of Fort Lauderdale, Florida is actively seeking bids from qualified firms, hereinafter referred to as the Contractor, to provide emergency securing and board-up services for private houses and other structures within City limits, in accordance with the Invitation to Bid (ITB) specifications.

**2. ADDITIONAL INFORMATION:** For information concerning bidding procedures contact the Procurement Specialist, Linda Wilson, at 828-5933. For additional information concerning the technical specifications contained in this bid contact Lori Milano, Community Inspections Director, at (954) 828-5856. Such contact is to be for clarification purposes only. Material changes, if any, to the written specifications or bidding procedures will only be transmitted by written addendum.

**2.1. Last Date for Questions of a Material Nature: The last date for receipt of questions of a material nature is WEDNESDAY, OCTOBER 31, 2001 before 5:00 PM.** It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301, attn: Linda Wilson. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5576 or by e-mail to: lindaw@ci.fort-lauderdale.fl.us. **Questions of a material nature must be received prior to the cut-off date specified.**

**2.2. Pre-Bid Conference:** There will be a **pre-proposal conference on NOVEMBER 5 2001 at 11:00 AM, in the Purchasing Conference Room, 100 N. Andrews Avenue, RM. 619, 6<sup>th</sup> Floor, Fort Lauderdale, FL.** While attendance is not mandatory Bidders are encouraged to attend this meeting for any information or clarifications that will not be available after this date. No variation in prices or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required. It is strongly suggested that all proposers attend the pre-proposal conference.

**Proposers please note:** **No part of your proposal can be submitted via FAX.** The entire proposal must be submitted in accordance with the Instructions to Proposers contained in this RFP.

**3. CONTRACT TERM:** The contract will be for two (2) years; however, the City reserves the right to extend the contract for additional one (1) or two (2) year extension terms providing: (a) both parties to the contract agree to the extension; (b) all the terms, conditions, and specifications remain the same; (c) such extension is approved by the City Commission.

**5. ELIGIBILITY:** To be eligible to respond to this ITB, the Bidder should demonstrate that they, or the principals assigned to the project, have successfully completed services similar to those specified in the Scope of Services of this ITB. Client references, particularly other governmental agency contract experience for these types of services, shall have more weight than private clients in this consideration.



Bidder shall include in his ITB documentation for this eligibility, information regarding the total number of employees in the company, including the owner/principals. This information should include the name(s), title, responsibility of each employee and whether they are full or part-time employees. Additionally, Bidders shall also include on-call employees due to the nature of the services and additional capacity to perform the services when large or unusual circumstances may be needed. Bidders shall provide a listing of proposed equipment (i.e. air compressor, tools, trailer, storage capacity, forklift, paint & paint sprayer, hardware, etc.), trucks and/or other vehicles. Bidder shall also indicate at what facility/warehouse (location) such work materials are stored.

**Bidder shall submit documents, credentials and copies of licenses and insurance to support his ability to perform the requested services. In order to perform this type of work, Bidder must submit proof of the following:**

- Either a (i) Florida State General Contractor's license, (ii) Florida State Certified Builder Contractor's License, (iii) Broward County Registered Class-A, or (iv) Broward County Registered Class-B license..

**Note: A Broward County license for "board-up services" is not an acceptable substitute for the Florida State General Contractor's license requirement. This is a requirement of the City's Ordinance.**

- Occupational License issued by the City where the Bidder's business resides, as well as a Broward County license.

**Failure of the Bidder to provide the documentation to support eligibility with the ITB response will be considered non-responsive, and the bid will not receive further consideration.**

**It is desired that Bidders have a minimum of two (2) years prior experience providing the services as contained in the ITB, and provide the City with credentials to support prior experience and ability to provide the services as a part of the ITB response.** Such credentials shall include, but not necessarily be limited to: a list of client references, previous and current contracts for these services, training, certifications, licenses, number of staff, equipment, and facilities, etc., as well as the number of years providing such services.

**5. PERMITS, TAXES, LICENSES:** The successful Contractor shall at his/her own expense obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this Contract.

**6. SUBCONTRACTING:** The Contractor should be capable of performing all the services as contained in the ITB specifications. **If the Bidder intends to use a subcontractor in the performance of these services, this information should be submitted with the ITB response.** The same qualifications requirements, and all other terms and conditions of the ITB shall also apply to the subcontractor. The City reserves the right to approve of any subcontractor proposed. Contractor shall be held fully responsible for the subcontractor's actions.

**7. CONTRACTOR TRIAL PERFORMANCE EVALUATION AND TERMINATION FOR**

**CAUSE:** The City reserves the right to require a performance trial period to determine the Contractor's ability to provide the services, in accordance with the requirements of the contract and to the City's satisfaction.

The trial period may be thirty (30), sixty (60), or ninety (90) days, at the City's option. During this time the successful Contractor will be monitored for compliance, in accordance with all contract specifications, terms and conditions. If the Contractor successfully completes the trial evaluation, the initial Contract period shall commence within thirty (30) days following the end of the trial period, or upon City Commission award approval.

If the Contractor's performance is determined to be dissatisfactory any time during the trial period, the City reserves the right to terminate the Contractor, and the City shall award to the next lowest responsible Bidder under the same Trial Performance Evaluation terms and conditions.

**8. SELLING, TRANSFERRING OR ASSIGNING CONTRACT:** No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City Manager, or designee.

**9. ADDITIONS OR DELETIONS:** The City reserves the right to add to, or to delete, any portion of this contract at any time without cause. The City reserves the right to add items of a similar nature, but not specifically listed in the Contract. The Contractor agrees to provide such items, and shall provide the City prices or contractual terms on such additional services based upon a formula or method that is the same or similar to that used in establishing the prices or contractual terms in the original Bid.

If the prices, or terms offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to purchase those items or services from other Contractors, or to cancel the contract upon giving thirty (30) days written notice.

**10. INSURANCE REQUIREMENTS:** The Contractor shall provide insurance coverage as follows: Workers Compensation as required by Florida Statutes for benefit of Contractor employees. Notwithstanding FS 440.055, any firm performing work on behalf of the City of Fort Lauderdale must provide:

**Exceptions: Workers' Compensation Insurance will not be required if the individuals performing the work are a Corporate Officer, sole proprietor, or partner. In such case the firm must provide copies of their waivers as provided for by FS 440.05 & 440.055.**

Commercial General Liability including Bodily Injury/Property Damage in combined single limits of five hundred thousand (\$500,000.00) Dollars; and

Automobile Liability in the combined single limits of three hundred thousand (\$300,000.00) Dollars/each occurrence.

The Contractor shall provide to the Purchasing Division original certificates of such coverage prior to engaging in any activities under this contract. **Such certificate shall list the City as an additional insured and shall have no less than thirty (30) days notice of cancellation.** No work can be started until the certificate is submitted and approved by the City's Purchasing and Risk Managers.

**11. INVOICES:** The City will accept invoices **no more frequently than twice/per month, unless otherwise agreed to between the Contractor and the City.** Each invoice shall be accompanied by records fully detailing the amounts stated on the invoice. The City will endeavor to pay invoices completely within thirty (30) days of receipt of an invoice, except for items questioned. The City shall notify the Contractor within ten (10) days of receipt of invoice of any items questioned. The Contractor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question.

**12. PRICE ADJUSTMENTS:** The cost(s) bid shall remain firm for the first two (2) years of the contract period. Costs for the third year, and any extension term(s) (after the first full contract term) shall be subject to adjustment only if increases occur in the industry, but unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or: the latest yearly percentage (%) increase in the All Urban Consumers Price Index (CPI-U) , or if applicable the Producer Price Index (PPI), as published by the Bureau of Labor Statistics, U. S. Department of Labor - **whichever is less.** The yearly increase, or decrease, in the CPI or if applicable PPI shall be the latest index published and available one hundred and twenty (120) days prior to the end of the contract year then in effect compared to the index for the comparable month one year prior.

Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or the industry costs decline, the City shall receive, from the Contractor, a reduction of costs, in accordance with the terms and conditions for adjustments detailed above.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

**13. LOBBYIST ACTIVITIES:** Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with the City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of ordinance No. C-0028 may be obtained from the City Clerk's Office on the 7<sup>th</sup> Floor of City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL #33301. The Ordinance may also be viewed on the City's website at: **<http://ci.ftlaud.fl.us/documents/index/htm>**

**14. GENERAL CONDITIONS:** Except for Special Conditions, all other conditions of the General Conditions, Form G-107, Rev. 11/00, are included by reference as a part of the ITB.

## **PART II - SCOPE OF SERVICES:**

**1. GENERAL INFORMATION:** The City of Fort Lauderdale Code of Ordinances (C-99-70) requires that a boarding certificate be obtained for securing all buildings. The City's Building Official shall issue the boarding certificate. As a result of this requirement, potential Bidder(s) shall be required to meet the Eligibility Requirements, as stated in Part II, paragraph 5 of the ITB.

The contract services shall consist of the securing and board-up of approximately sixty (60) private houses or other structures/per year. Such structures shall be located within the corporate limits of the City of Fort Lauderdale, Florida. Services shall be required when the City has determined that a property is structurally sound and warrants refurbishing, or to secure premises to prevent illegal entry, prior to the demolition of such properties.

### **1.1. Contractor Requirements:**

a. Time Requirements: Work orders placed by the City for securing and board-up requirements, that are **NOT EMERGENCIES**, shall be completed by the Contractor **NOT LATER THAN THREE (3) TO FIVE (5) DAYS** after City notification.

**Work orders placed on an "EMERGENCY" basis SHALL BE COMPLETED THE SAME DAY OR NEXT DAY, as directed by City Staff.** This time element for emergency service is necessary for public safety. Same day emergency requests and next day requests shall occur only under extreme circumstances.

b. Permits: Permits are required for all jobs. The permit form may be faxed or walked-in and are issued on the same day. In an emergency situation (public health & safety at risk), the permit can be requested after-the-fact. There are fees associated with all board-up requests. The Permit Application is available on the City's web page and is downloadable. You can access this at [www.ci.fort-lauderdale.fl.us/onestopshop](http://www.ci.fort-lauderdale.fl.us/onestopshop) once in the one stop shop click on "permits & applications" Permit fees generally range from \$35 and up.

Work Scheduling: The service requests will be scheduled by work orders issued for various jobs by the appropriate City Departments. A department official from the requesting department will provide notification to the Contractor detailing the date, time, address, and legal description of the property or properties at which the structure or structures are to be secured. This information will provide the necessary authorization for the Contractor to commence work.

The Contractor shall commence each authorized project within three (3) to five (5) working days of such notification, **except in emergency situations**. An **"emergency" situation**, when declared by the using department, will require that the Contractor complete the work on the **"same day" or "next day" basis**

from notification receipt to commence work. The requirements for completion of the emergency service shall be determined by the applicable department.

All regularly scheduled work shall be completed within the number of working days agreed upon between using department and the Contractor, in accordance with the ITB requirements. Special arrangements for extension of project completion may be approved by the City as the result of unfavorable weather or other substantiated causes, which may be beyond the control of the Contractor.

Work orders will be phoned by the appropriate City staff person to the Contractor. Department staff members will not make a site visit with the Contractor prior to the completion of the required work.

The Contractor shall visit the site, and secure the facility in accordance with the ITB specifications.

On completion of the work, the Contractor shall prepare a work order/invoice to reflect the number of windows, doors, etc., indicating any special sizes or other apertures, and cost the project in accordance with Contract provisions. The Contractor shall notify the responsible staff person after work has been completed. A site visit shall be made with the City representative to verify completion and compliance with the Contract specifications. No payments shall be approved without a physical site visit and a sign-off acceptance by the designated City staff representative.

c. Unusual Requirements: Should the Contractor, on inspection of a designated site, note work that is required which may be beyond the usual exterior openings noted in the Contract specifications, the Contractor shall be responsible to advise the requesting department representative of such findings. An additional cost, if applicable, will be agreed upon between the Contractor and the City representative in accordance with the Contract provisions, prior to commencement of the work.

d. Damage to Public and/or Private Property: Extreme care shall be exercised to safeguard all existing facilities, site amenities, concrete windows, etc. on each work project.

e. Multiple Service Requests: Multiple requests to perform these services shall be handled and prioritized by the City of Fort Lauderdale and must be completed within the time requirements established in Paragraph 1.1.a.

f. Emergency Actions: In the event of a disaster, including but not necessarily limited to, hurricane, tornado, flood, or other City declared emergency, the Contractor shall be required to provide a detailed contingency plan outlining how the contract requirements shall continue to be met.

**NOTE:** Bidders shall include a narrative explanation, as a part of the ITB response, as to what their contingency plan would be, what additional resources would be available and able to be provided, and any deviations in stated contract time periods that might be applicable during such an emergency declaration.

**1.2. Technical Specifications:** All requirements and regulations regarding proper securing and board-up specifications are contained in the City Code of Ordinances, Section 9-331, as amended. The technical specifications that follow are extracted from the City Code. They include a general listing of specifications relating to the materials and procedures for securing and board-up of structures. Completion of stated procedures shall be the responsibility of the Contractor.

**Any deviation or variations to the stated materials and/or methods proposed for securing buildings, must be clearly stated on page 1 of the ITB Form (Sect. 1.06)** and any alternate or modifications proposed shall be included as an appendix submitted with the ITB response.

- a. All windows, doors, window air conditioner and all other external wall openings shall be covered and secured.
- b. All external wall openings shall be covered and secured with exterior grade plywood of a minimum thickness of 5/8" nominal or its equivalent.
- c. All specified wall openings shall be secured using 3/8" diameter carriage bolts of a sufficient length to secure the outer plywood panel (and exterior 2"x4"s, if applicable) with the interior 2"x4" 's lumber bracing, and provide additional length for the insertion of two (2) flat washers and a locking nut.
- d. Windows: Windows and similar openings shall be boarded with exterior grade plywood of a minimum thickness of 5/8" nominal or its equivalent. The plywood shall be secured in place by 2"x4" or 4"x4" cross members, secured to the plywood by 3/8" plated carriage bolts with large washers at each end and with the cross member turned so that the carriage bolt goes through the larger dimension. Bolts used to secure the cross member shall be threaded to the correct length. A minimum of two cross members shall be used on each window and, depending on the size of the opening, additional cross members may be required. Each cross member shall be a continuous piece of lumber, and each must extend at least one foot past the window opening in each direction. Bolts and nuts used to secure the cross members to the plywood must be tightened enough to slightly deflect the wood. Bolt heads must fit tightly against the wood and not give a purchase for pliers or pry bars.
- e. Exterior doors: Exterior doors shall be boarded with exterior grade plywood of a minimum thickness of 5/8" nominal or its equivalent, fitted to the entry door jamb with maximum 1/8" clearance for each edge. The existing door should be removed and stored inside the building. The plywood shall be attached to 3 horizontal 2"x4" wooden crossbars each with two 3/8" carriage bolts and

matching hardware. The plywood shall be attached to the door entry with three case hardened strap hinges of the types specified by the Building Official, and the plywood shall be secured by a case hardened steel hasp and minimum two-inch case hardened padlock also of the type specified by the City.

f. The hole in the exterior flat washer must be sufficient diameter to permit the square under the section of the carriage bolt to pass into this hole. All exterior fasteners/hardware (bolts and flats washers) shall be plated using cadmium, galvanized or zinc protective coating.

g. Holes drilled through the exterior plywood panel shall be of such a diameter to provide for insertion of the 3/8" diameter bolt, and permit the square underside of the carriage bolt to also enter the drilled hole.

h. All wall openings shall be secured with plywood panels, cut to fit the inside of the wall opening while allowing a clearance, not to exceed 1/4" around the perimeter of the window casing.

i. Contractor shall take precautions to insure no damage is incurred to the existing windows and air conditioning units during the course of the board-up and securing operations.

j. All exterior surfaces of the plywood and 2x4 bracing (where applicable) shall be painted to match, as closely as possible, the exterior color of the surrounding walls.

k. Plywood outer panels shall be drilled to provide ventilation for the interior of the secured building. This shall be completed by drilling six (6) 1-1/2" diameter holes in the upper section of this panel. Holes shall be centered on the panel in two (2) groups of three (3) holes per row, and individual holes spaced two inches (2") apart beginning eight inches (8") below the top edge of the plywood. The second row of three (3) holes shall be positioned three inches (3") below the first row.

**1.3. Specifications Relating to Awning Type Windows:**

- a. Awning windows shall be opened slightly so as to allow for proper boarding and passage of carriage bolts.
- b. Awning windows shall be secured with four (4) 2x4 braces on the interior of the building. Such braces shall be affixed in a diagonal position across each corner of the window opening. Braces shall be fastened in place by using sheet metal or masonry screws and anchors at each end of the brace. Braces shall be of a sufficient length to overlap the interior wall by a minimum of four inches (4").
- c. The plywood outer panel and 2x4 inner braces shall be jointed by using one (1) 3/8" carriage bolt and two (2) flat washers at each corner of the window opening.

**1.4. Specifications Relating to Single Hung Windows:**

- a. Single hung windows shall be secured by utilizing the methods and materials as outlined in the City Code of Ordinances #9-331, amended.
- b. These windows shall be secured with two (2) external 2x3 studs secured to the exterior of the building. Such studs shall be placed in a vertical position, located as to provide maximum support. Exterior stud lengths shall be no less than six inches (6") shorter than the height of the plywood panel.

The plywood panel must be cut in accordance with the ITB specifications previously detailed, and placed in position.

Interior bracing consisting of two (2) 2x4 studs should be placed horizontally, as to provide maximum support. Such interior braces shall be of a length approximately twelve inches (12") longer than the width of the plywood panel.

Exterior braces, plywood panel, and interior braces shall be fastened by drilling holes and inserting flat washers, carriage bolts and locking nuts. Such holes should be positioned to insure that the bolt passes through the exterior brace, plywood panel and interior bracing.

Bolts and 2x4 bracing shall be positioned at the outermost width of the window.



**1.5. Specifications Relating to Air Conditioner Openings:**

Small air conditioner units shall be removed and the wall opening secured in the same manner as window openings. If the housing of the unit is too large for removal, wall air conditioner openings shall be secured from the inside after removal of the air conditioning unit.

**1.6. Contractor Call Backs:** If it is determined that a call back shall be required due to the entry into property already secured, the Contractor shall provide such services. If it is determined that the materials used in the initial board-up operation remain on site and are in usable condition, the Contractor shall re-board up the property and invoice the City for labor only. Said labor rate shall be in accordance with the Contract pricing section of the ITB for the contract term.

**1.7. Inspection of Property:** The successful Contractor shall be responsible to inspect properties for which the City has authorized board-up services before and after completion of services. Such inspection shall insure that all openings remain enclosed and all hardware and other materials are still in place and properly fastened and/or positioned. Should the Contractor determine that fasteners have loosened up and/or the position of plywood panel or 2x4 bracing has shifted or otherwise moved, or that any part of the board-up was not properly completed, the Contractor shall correct such conditions at no additional cost to the City. Should the inspection reveal materials are missing and the property is no longer properly secured, the Contractor shall be responsible to so notify the applicable City personnel. Any additional services on the property shall be at the Contract price for those areas requiring services.

**2. QUANTITIES:** The quantities shown in the ITB are estimated and there is no guarantee given or implied, as to the number of actual service requests. The quantity provided is to be used for tabulation purposes only in the Bid process. The successful Contractor shall service the City's requirements on an "as needed" basis.

**3. DEPARTMENT CONTACTS:** Work may be authorized by specified staff designees of the City's Community and Economic Development Department (PED), and the Public Services Department (PBS). The authorized City contact for PED is Lori Milano, Community Inspections Director, at (954) 828-5856, or other designated City representative. Although this contract is issued for the specific needs of PED and PBS departments, the City may utilize these Contract services to fulfill requirements for other City departments in its best interests, and in accordance with the same terms, conditions, and specifications contained in the ITB.

**4. CONSIDERATION FOR AWARD:** Award will be made to the lowest responsive and responsible Bidder who has met all qualifications and shown ability (experience, personnel and equipment) to accomplish the services as contained in the ITB. All other terms and conditions contained in the General Conditions paragraph 3.18, are included by reference.

**BID SUMMARY PAGES**

Bidder please complete all the following information:

1. Company Name: \_\_\_\_\_  
(legal registered)

Principal Contact Person: \_\_\_\_\_  
(name & title)

Telephone Number for Principal Contact: \_\_\_\_\_

2. Is there anything in your ITB response which DOES NOT COMPLY with the ITB specifications? (Variances: Section 1.06)  
YES \_\_\_\_\_ NO \_\_\_\_\_

If YES, please explain below or attach details of all variances as an appendix to your ITB response.

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3. Are you able to comply with the Timetables for Services in accordance with the ITB specifications?  
YES \_\_\_\_\_ NO \_\_\_\_\_

If NO, please specify the number of working days after notification required for:

Regular Service: \_\_\_\_\_ days/ARO

Emergency service: \_\_\_\_\_ days/ARO

4. Do you have the required insurance coverages?  
YES \_\_\_\_\_ NO \_\_\_\_\_

Please include a copy of your current Certificate reflecting Insurance Coverages.

Included? YES: \_\_\_\_\_ NO: \_\_\_\_\_

**5. PRICING:** Bidder please provide Firm, Fixed Unit/Total Costs to the City to provide the services, in accordance with the ITB specifications:

**I.** Furnish all labor, materials, equipment and supervision to secure and board-up properties in accordance with the ITB specifications:

<u>DESCRIPTION OF SERVICE</u>	<u>UNIT COST</u>	<u>EST. ANNUAL QUANTITIES</u>	<u>EST. TOTAL ANNUAL COST</u>
a. Single hung window	\$_____	X 250 units	\$_____
b. Single awning type window	\$_____	X 200 units	\$_____
c. Standard door opening	\$_____	X 100 units	\$_____
d. Window A/C cutout	\$_____	X 50 units	\$_____
e. Double picture window	\$_____	X 25 units	\$_____
f. Sliding glass door, standard opening	\$_____	X 25 units	\$_____
<b>TOTAL I - ALL ITEMS:</b>			<b>\$_____</b>

**II. Re-board Services:** Bidder please indicate your Firm, Fixed Cost to the City to "re-board-up" property after completion and acceptance by City of services. Cost shall be based on a labor rate, only:

Per hour Labor Rate      \$\_\_\_\_\_      X 100 hrs.      \$\_\_\_\_\_

**III. Cost to frame out a window, door or A/C opening (material & labor) prior to installation of board-up materials:**

a. Per lineal foot      \$\_\_\_\_\_/lineal ft. X 1,000 ft.      \$\_\_\_\_\_

b. Flat rate to be added to above for Emergency/Same day service, if applicable:      \$\_\_\_\_\_ Additional cost X 20 calls      \$\_\_\_\_\_

c. Flat rate to be added to above quoted rates based on the requirement for NEXT DAY SERVICE, if applicable:      \$\_\_\_\_\_ Additional cost x 20 calls      \$\_\_\_\_\_

**TOTAL FOR III - ALL ITEMS:**      **\$\_\_\_\_\_**

**6. Other Related Costs, if applicable:** Bidder please list all other costs related to securing services which may not be outlined above, or be outside the listed services: (i.e. oversize apertures, special conditions, etc.) and the method of pricing:

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**7. References:** Bidder please provide a list of client references for whom you have performed these, or similar services. (A minimum of three is requested) Please provide contact name, company, address & telephone number.

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**8. OTHER COMMENTS:**\_\_\_\_\_

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